

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is voluntarily entered this ____ day of August, 2018, by and among the Wisconsin Department of Natural Resources (WDNR), Juneau County, Wood County and the Armenia Growers Coalition, LLC.

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A. Background

WHEREAS Juneau and Wood County (the "Counties"), in the interest of ensuring their residents have access to safe drinking water, have tested private potable wells in the Counties and discovered some wells exceed the state drinking water standard of 10 mg/L for nitrates.

~~WHEREAS additional testing was previously performed by George Kraft in a study published in 1995 by Central Wisconsin Groundwater Center titled "Port Edwards Groundwater Priority Watershed" indicating there is a legacy of agricultural practices in an agricultural corridor in Juneau County and southern Wood County west of the Wisconsin River.~~

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WHEREAS the Armenia Growers Coalition, LLC (AGC) represents three farms that are currently the predominant farmers in the agricultural corridor that is west of the Wisconsin River, south of Port Edwards, north of Necedah, and east of several state natural and wildlife areas (the "agricultural corridor"). This area is outlined on the attached map marked Exhibit A.

WHEREAS AGC, in receipt of the aforementioned testing results, has voluntarily coordinated and collaborated with the Counties on a response effort to offer residents in the agricultural corridor with wells testing above 10 mg/L for nitrates an in-home point-of-use water treatment system and bottled drinking water until installation of such a system (the Clean Drinking Water Plan).

B. Agreement

The process the Parties agree to follow to implement the Clean Drinking Water Plan is as follows:

1. Water Treatment System, for purposes of this MOU, means a reverse osmosis or a similar treatment system that will reduce nitrates in drinking water to below 10 mg/L to be professionally installed by a licensed professional selected by AGC. This system will provide drinking water to a spigot located at the kitchen sink and/or, depending on water pressure requirements, appliance compatibility, and the recommendation of the licensed plumber, the refrigerator.
2. For private residential wells located in the agricultural corridor that have been identified by the Counties to provide water that contains nitrates in concentrations above 10mg/L ("nitrate impacted") as of the execution of this MOU, it is understood that:
 - a. The Counties have provided AGC a confidential list of addresses for each of the wells they have identified as having nitrate exceedances.
 - b. AGC has sent a letter to each identified well owner, making an offer outlined in Section 3.d below. A copy of the sample letter is attached as Exhibit B.
 - c. If AGC does not hear from a homeowner letter recipient within one week, it will send a follow up correspondence.

- d. If AGC does not hear from the homeowner within a week of sending the second communication, it will notify the Counties of same and the Counties will then assume primary responsibility for contacting the homeowner regarding the Clean Drinking Water Plan. The lack of successful contact with a homeowner does not preclude the homeowner from accepting AGC's offer at a later date, provided that within the previous twelve (12) months a County-verified water sample indicates the home has a nitrate impacted well.
- e. If the homeowner accepts the offer to install a Water Treatment System, the procedures in 3.e-f will apply.
3. After the signing of this MOU, if the Counties receive a report and testing results(s) conducted by a laboratory certified by DNR, that a private residential well located in the agricultural corridor has been identified to be nitrate impacted, it is understood that:
- a. The Counties, through their Health Departments, will verify the sampling results, including re-testing the drinking water in the event the sample was not collected by the Counties. The Counties will also notify the owner(s) of the residence of the test results.
- b. The Counties will then do four (4) things: 1) advise the homeowner not to ingest the water and provide educational materials on the health impacts of ingesting water above the drinking water standard for nitrates, 2) advise the homeowner to contact the WDNR and report the test results, and 3) confidentially send AGC the contact information for the homeowner, and 4) inform the homeowner of the Clean Water Drinking Plan and provide AGC's contact details should the homeowner wish to reach out directly to AGC to arrange for immediate home delivery of safe drinking water and the installation of a Water Treatment System.
- Upon receipt from the Counties of the contact information for a homeowner with a nitrate impacted well within the agricultural corridor, AGC will send a letter (Exhibit B) making the offer outlined in Section 3.d. below, and will provide follow up communications as described above in Section 2.c-e.
- c. If contacted by a homeowner in the agricultural corridor with a nitrate impacted residential well that has been identified by the Counties, AGC will take two (2) actions regardless of the suspected source of the nitrates:

1) Offer, at no cost to the homeowner, to install a Water Treatment System that will bring their drinking water under the 10 mg/L limit, so long as a licensed plumber, chosen by AGC, determines the homeowner's well and plumbing is code compliant and reasonably compatible with the Water Treatment System;

2) Offer to immediately send the homeowner a two week supply of drinking water. If the homeowner accepts the offer of a Water Treatment System within two weeks, then AGC will continue to supply the homeowner with drinking water until the Water Treatment System is installed and verified to produce drinking water under the 10 mg/L standard for nitrates. Homeowners that do not accept the offer of a Water Treatment System within two weeks will not receive further drinking

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water from AGC. AGC will be invoiced directly for the Water Treatment System and drinking water deliveries.

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- d. For homeowners that accept the offer of a Water Treatment System, a licensed plumber will be dispatched to the home as soon as practicable to conduct an inspection. The plumber will enter the home only after the homeowner has signed a simple access agreement. Upon completion of the inspection, the licensed plumber will send a report of the inspection to the homeowner, the WDNR, the Counties, and AGC. Any necessary well or plumbing repairs identified by the inspection are the responsibility of the homeowner, and it will be expected the homeowner contact AGC when the repairs are completed.

- e. Homes with plumbing and wells meeting the requirements for a Water Treatment System will have a Water Treatment System installed by a professional installer as soon as practicable. After the installation of the Water Treatment System, the professional installer and the homeowner will together take a sample of the drinking water and provide their initials on the sample. The sample will then be tested by a DNR certified laboratory for nitrates. The results of the test will be shared with the homeowner, professional installer, and the Counties. If the test indicates nitrates are below 10 mg/L, drinking water deliveries will cease to the homeowner. If the test indicates nitrates are at or above 10 mg/L, AGC will continue to provide drinking water deliveries and work with the homeowner to ensure a Water Treatment System is installed that meets the state nitrate drinking water standard.

4. For each individual Water Treatment System, AGC shall have no legal, financial, contractual or other obligation pursuant to this MOU with respect to the Water Treatment System 12 months after the installation of the Water Treatment System.
5. WDNR Obligations: WDNR will serve as a communication liaison to update the U.S. Environmental Protection Agency as to the status of the Clean Drinking Water Plan. Monthly reports will be generated by AGC and sent to WDNR for the first six (6) months of the program. Further reporting will be evaluated at the end of the first six (6) months.

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C. General Conditions

1. The Parties will each designate a representative to lead and coordinate implementation of this MOU, including communication, representation and participation.
2. No Admission of Liability.
- a. The Parties acknowledge that this executed MOU presents a reasonable and voluntary approach providing clean drinking water for residents of the agricultural corridor;
- b. All Parties understand, acknowledge and agree that this MOU is voluntarily entered and is not to be construed as an admission of any liability, responsibility or wrongdoing whatsoever on the part of any party or its members, collectively or individually, any and all such liability is expressly denied and defenses expressly reserved.

3. Notice under this MOU shall be as follows:

- a. AGC: [Insert Contact]
- b. Juneau County: [Insert Contact]
- c. Wood County: [Insert Contact]
- d. WDNR: [Insert Contact]

4. This MOU is voluntary in nature and any party may withdraw from participation herein in the party's sole discretion and such withdrawal shall not affect the remaining parties' agreement to continue to perform hereunder or to terminate this MOU. The Parties further agree that this MOU may be amended in the future as necessary to implement the Clean Water Plan, but such amendment shall only be effective in a writing signed by all parties then participating and agreeing to be so bound.

5. By signing below, each signatory represents and warrants that he or she has the authority to enter into this MOU and to so bind the respective party. This may be executed in counterparts and as so executed shall constitute one agreement binding on the Parties. Delivery of an executed counterpart of this MOU by email or other electronic means will be equally as effective as delivery of a manually executed counterpart of this MOU.

6. This MOU is effective as of the date listed above, [Insert Date]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF and intending to be legally bound, the Parties have caused this MOU to be executed by signature of their duly authorized respective representatives as of the Effective Date.

JUNEAU COUNTY, WISCONSIN

By: _____
Juneau County Administrator

WOOD COUNTY, WISCONSIN

BY: _____

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: _____

ARMENIA GROWERS COALITION, LLC

By: _____